

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------------|---|---------------------|
| ONEBEACON INSURANCE COMPANY, | : | CIVIL ACTION |
| Plaintiff, | : | |
| | : | |
| vs. | : | NO. 10-7498 |
| | : | |
| AVIVA INSURANCE LIMITED, | : | |
| Defendant. | : | |

ORDER

AND NOW, this 17th day of May, 2013, upon consideration of Defendant Aviva Insurance Limited's Motion for Partial Summary Judgment (Document No. 24, filed June 15, 2012), plaintiff OneBeacon Insurance Co.'s Memorandum of Law in Opposition to Defendant Aviva Insurance Limited's Motion for Summary Judgment (Document No. 34, filed July 11, 2012), Reply Brief in Further Support of Defendant Aviva Insurance Limited's Motion for Partial Summary Judgment (Document No. 40, filed July 31, 2012), plaintiff OneBeacon Insurance Company's Motion for Summary Judgment (Document No. 25, filed June 15, 2012), Defendant Aviva Insurance Limited's Opposition to Plaintiff OneBeacon Insurance Company's Motion for Summary Judgment (Document No. 32, filed July 11, 2012), Reply in Support of Motion by OneBeacon Insurance Company for Summary Judgment (Document No. 41, filed July 31, 2012) and plaintiff's Response to Aviva Insurance Limited's Counter-Statement of Material Facts (Document No. 42, filed July 31, 2012), for the reasons set forth in the Memorandum dated May 17, 2013, **IT IS ORDERED** as follows:

1. Defendant Aviva Insurance Limited's Motion for Partial Summary Judgment is **GRANTED IN PART** and **DENIED IN PART**. The Motion is **GRANTED** with respect to all of plaintiff's bills submitted more than four years before the filing of the instant lawsuit which were not subject to the standstill agreement. The Motion is **DENIED** in all other respects.

2. Plaintiff OneBeacon Insurance Company's Motion for Summary Judgment is **GRANTED IN PART** and **DENIED IN PART**. The Motion is **GRANTED** with respect to plaintiff's claim for prejudgment interest at the statutory rate of 6% per annum on any damages it may recover. The Motion is **DENIED** in all other respects.

IT IS FURTHER ORDERED that a scheduling conference will be convened in due course.

BY THE COURT:

/s/ Hon. Jan E. DuBois
DuBOIS, JAN E., J.